

EXHIBIT 8

**COMMONWEALTH OF PUERTO RICO
COURT OF FIRST INSTANCE
BAYAMON PART**

GERALD KLEIS PASARELL PLAINTIFF V. ALAN BRAM GOLDMAN A/K/A ALAN GOLDMAN DEFENDANT	CIVIL NO.: RE: COLLECTION OF MONIES (ORDINARY PROCEEDING)
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COMPLAINT

TO THE HONORABLE COURT:

Comes now the plaintiff through the undersigned legal counsel and very respectfully STATES, ALLEGES, AND REQUESTS:

1. The plaintiff is of legal age, single, real estate broker with License No. 18432, with residence at Cond. Playa Serena, Apt. 206, Carolina, Puerto Rico 00979, and mailing address PO Box 9024216, San Juan, Puerto Rico 00902. His telephone number is 787-398-8333.

2. The defendant is Alan Bram Goldman, also known as Alan Goldman, of legal age, single, developer, with residence at 190 Northwood Drive, E. Montpelier, Vermont 05667, and mailing address PO Box 158, Plainfield, Vermont 05667.

3. The defendant owns the following real property:

RUSTIC: Lot located in the North Side Development, Phase One, of Dorado Beach Estates, Incorporado, Ward Higuillar of the Municipality of Dorado, Puerto Rico, which is described in the Inscription Plan of the said North Side Development, Phase One, with the number area and boundaries that are hereinafter related: Lot number thirteen, with an area of five thousand three hundred ninety-nine point four thousand seven hundred thirty-one square meters; bounding on the SOUTH, with an interior Street of the North Side Development, Phase One, Dorado Beach Estates Incorporado; on the NORTH, with Lots number seventeen and eighteen of the said North Side

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Development, Phase One, on the EAST, with Lot number twelve of the said North Side Development, Phase One, and on the WEST, with Lot number fourteen of the said North Side Development, Phase One.

Recorded at Page 123, Volume 46 of Dorado, Property No. 1,746, Puerto Rico Property Registry, Section IV of Bayamón

4. The plaintiff was retained by the defendant to conduct the sale of the above-described property. The price to be asked for the sale of the property was agreed to be \$3,150,000.00.

5. The defendant agreed with the plaintiff to pay him 4% of the sale if the latter obtained a buyer for the property. It was further agreed that if the defendant obtained a buyer, the plaintiff would be paid 1% for all the services he would provide as real estate broker towards the sale of the property.

6. The defendant obtained the buyer of the property and asked the plaintiff to handle, as a real estate broker, all the necessary steps for selling the property.

7. The plaintiff actively participated in the sale transaction and ensured that the buyer had the information he needed to make a decision to purchase the real property. In this transaction, the defendant actively consulted with the plaintiff during the negotiation process so the parties would reach an agreement. As a result, the defendant and the buyer executed a purchase option contract for the property for the agreed price of \$3,150,000.00. Copy of the purchase and sale contract is attached hereto as **EXHIBIT 1.**

8. After the parties reached the agreement to purchase the real property, the defendant contacted the plaintiff and informed him that he would not honor the agreement to pay his commission for the services provided at the rate of 1% of the purchase price, which amounts to \$31,500.00.

9. Before filing this complaint, the plaintiff made out-of-court negotiations with the defendant so that the latter would pay him his commission, and the defendant has stated that he will not pay such commission.

10. The defendant is in the process of closing the sale, reason why this complaint must be filed to ensure that the plaintiff could collect the amount owed to him as commission for the services provided as a real estate broker.

11. The amount claimed in this action is due, liquid, and payable.

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12. The plaintiff requests this Court the payment of attorney's fees incurred by the plaintiff in order to collect the amount owed by the defendant, which is estimated to be no more than 25%.

WHEREFORE, this Honorable Court is respectfully requested, following the corresponding legal procedures, to render judgment granting the complaint and ordering the defendant to pay the plaintiff the sum of \$31,500.00 for real estate broker's commission, plus costs, expenses and attorneys' fees at the rate of 25% of the amount owed, plus legal interest provided for by law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 5th day of November, 2020.

/s/VÍCTOR M. RIVERA TORRES

RUA NO. 6606

RIVERA COLÓN, RIVERA TORRES & RIVERA RÍOS

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